

**JOINT PROJECT AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
LEON COUNTY, FLORIDA**

FM # 405274 1 52 02

CONCERNING THE FUNDING OF CONSTRUCTION AND CEI COSTS FOR CONSTRUCTION OF TURN LANES ON EACH APPROACH OF SPRINGHILL ROAD (CR 2203) TO CAPITAL CIRCLE (SR 263) IN LEON COUNTY, FLORIDA.

This Agreement is made and entered into this _____ day of _____, 2003, by and between the State of Florida, Department of Transportation, hereinafter called the DEPARTMENT, whose mailing address is Hayden Burns Building, 605 Suwannee Street, Tallahassee, Florida 32304, and Leon County, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY, whose mailing address is 301 South Monroe Street, Room 202, Tallahassee, FL 32301.

WITNESSETH

WHEREAS, the DEPARTMENT agrees to administer construction and CEI for construction of turn lanes on each approach of Springhill Road (CR 2203) to Capital Circle (SR 263) in LEON COUNTY, FLORIDA.; and

WHEREAS, the COUNTY wishes to provide funding for construction and CEI for construction of turn lanes on each approach of Springhill Road (CR 2203) to Capital Circle (SR 263) (said construction and CEI shall, for the purposes of this agreement, hereinafter be referred to as the PROJECT); and

WHEREAS, the parties feel that a Joint Participation Agreement is needed to define the specific contributions to be made by each party; and

FURTHER WHEREAS, this agreement is sanctioned pursuant to Florida Statute 334.044 (2001); and the Board of County Commissioners of Leon County, meeting in regular session on the _____ day of _____, 2003, has authorized the Chairman of the Leon County Commission to enter into this Agreement and fund the costs, as agreed herein, which shall be incurred by the DEPARTMENT;

NOW THEREFORE, in consideration of these premises and the covenants contained herein, the parties agree to the following:

1. All of the preceding is incorporated into the body of this Agreement and is, by reference, made a part hereof.
- 2.A. The DEPARTMENT shall administer construction and CEI designated under the description of the PROJECT.
- B. After reviewing plans for this PROJECT and prior to execution of this agreement, the COUNTY shall certify to the DEPARTMENT, in writing, that sufficient right-of-way and land for construction of any necessary ponds and/or treatment facilities is available for immediate use by the DEPARTMENT in constructing the PROJECT.
3. The COUNTY agrees to initially provide funding in the amount of **THREE HUNDRED FORTY FIVE THOUSAND dollars (\$345,000.00)** to the DEPARTMENT to be applied

toward completion of the PROJECT. This funding and any additional funding by the COUNTY shall be provided without requirement that any of said amount be repaid to the COUNTY. The aforesaid amount is an estimated, non-static amount agreed to by the parties as will be evidenced by each party properly executing this document. The method by which this amount was determined was by discussion between the parties hereto concerning funding needs for the PROJECT. The COUNTY shall be responsible for all costs related to construction of the PROJECT.

- 4.A. The DEPARTMENT's preliminary estimate of construction and CEI costs is ***THREE HUNDRED FORTY FIVE THOUSAND (\$345,000.00)***.
- B. COUNTY agrees that it will, at least 30 calendar days prior to the DEPARTMENT's advertising the PROJECT for construction bids, furnish the DEPARTMENT an advance deposit in the amount of the estimated cost for construction and CEI costs. The DEPARTMENT may utilize this deposit for payment of the costs of said construction and CEI.
- 5.A. Following the initial deposit pursuant to paragraph 3., the DEPARTMENT shall select a C.E.I. consultant in accordance with the Consultants Competitive Negotiation Act and advertise for construction bids. The DEPARTMENT shall determine in its sole discretion which bid it will select, if any. The DEPARTMENT may reject all bids regardless of the amounts bid for the PROJECT construction. If the total of the bid selected and CEI cost is an amount equal to or less than the amount deposited as provided in paragraph 3 above, the DEPARTMENT may accept the bid and proceed without further notice to or approval by COUNTY.
- B.(1) If the total of the bid selected along with CEI costs is greater than the amount deposited as provided in paragraph 3. above the DEPARTMENT shall notify COUNTY of the amount of the cost increase prior to bid acceptance. COUNTY shall notify the DEPARTMENT in writing, within seven (7) days after the DEPARTMENT provides notice of the increased costs of the PROJECT, of its election as to whether or not it shall fund the PROJECT at the increased cost.
- B.(2) Should contract modifications occur that increase total PROJECT costs, COUNTY will be notified by the DEPARTMENT accordingly. COUNTY agrees to provide, in advance of the additional work being performed, additional funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the PROJECT. The DEPARTMENT shall notify COUNTY as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify COUNTY shall not relieve the COUNTY from its obligation to pay for its full contribution on final accounting as provided herein below.
6. The initial payment of funds under this Joint Participation Agreement will be deposited as provided in the attached Memorandum of Agreement between the COUNTY, and State of Florida Department of Financial Services, Division of Treasury. Interest accrued and received shall be treated as funds advanced by the COUNTY for project funding. Failure of the COUNTY to make payment as required by this paragraph and paragraphs 3. and 4. above shall cause this agreement to become null and void, and the DEPARTMENT shall not be bound by any portion of this agreement.

7. Upon completion of the PROJECT and final payment of PROJECT costs, the DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder, within three hundred sixty days. All project cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the project. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY in accordance with Section 215.422, Florida Statutes (2001). This refers to money not applied to the PROJECT as opposed to money used for completion of the PROJECT referred to in paragraph 3 above.
8. The COUNTY will be entitled at all times to be advised, at its request, as to the status of work being done by the DEPARTMENT and of the details thereof. Any party to the Agreement may request and be granted a conference.
9. The provisions of Chapter 339.135(6)(a)(2001), Florida Statutes, are hereby incorporated:
The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.
10. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality of equal dignity herewith.
11. This AGREEMENT shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF, the COUNTY has caused this Joint Project Agreement to be executed in its behalf this _____ day of _____, 2003, by _____ who was authorized to enter into and execute same by a vote of the LEON COUNTY Commission on the ____ day of _____, 2003, and the DEPARTMENT has executed this Joint Project Agreement through its Director of Production for District III, Florida Department of Transportation, this _____ day of _____, 2003.

LEON COUNTY, FLORIDA
(A political subdivision
of the State of Florida)

ATTEST:

BY: _____
TONY GRIPPA
CHAIRMAN

BOB INZER
CLERK (SEAL)

APPROVED:
LEON COUNTY

BY: _____
HERBERT W. THIELE
COUNTY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
DISTRICT THREE

BY: _____
GENE MARTIN
DIRECTOR OF PRODUCTION

AMY L. PAULK
EXECUTIVE SECRETARY (SEAL)

APPROVED:
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
W. EDWARD IVEY
SENIOR ATTORNEY